**THIS PARAGRAPH CONTAINS AN IMPORTANT NOTICE. PLEASE READ IT CAREFULLY. SECTION 14 OF THIS DOCUMENT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS.**

**TERMS AND CONDITIONS**

These **Terms** govern your access and use of any other website, application, marketplace or application program interface operated or made available by Invision Group, INC. d/b/a “Liquid”, as well as any services provided on or through our Platforms (**Services**).

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platforms and Services thereafter. Your continued use of the Platform and Services following the posting of revised Terms means that you accept and agree to the changes. It shall be your responsibility to periodically review these Terms and our other policies to familiarize yourself with them and to make sure they have not changed. You may not use and shall immediately discontinue your use of our Platforms, if you are not able to create a legally binding agreement in accordance with applicable laws, if you are located in a country that is subject to the United States government embargo, sanctions, and/or that has been designated by the United States government as a "terrorist supporting" country, and/or if you do not agree to these Terms and our other policies in full.

In some cases, we may choose to provide a translated copy of these Terms and/or other policies in another language but all of our communication with you and any documentation given to you, shall be in English. In case of a conflict between the translated version of these Terms and/or any of the other policies, and this English version, this English version shall prevail.

Please read these Terms carefully before using our Platforms.

**1.** **INTRODUCTION**

1.1. **Service Offering.** As part of our Platforms and the service offerings provided by Invision Group, INC. d/b/a “Liquid” we have created non-fungible tokens (**NFTs**). The NFT is available on selected NFT marketplaces. We may permit holders of Invision Group NFTs to mint additional NFTs from time to time, subject to the terms and conditions to follow.

1.2. **Third Party Terms of Service.** Certain features of our Platforms may be subject to additional terms of service from third parties, such as the marketplaces that some of our assets are listed on. We may also impose additional terms of services and/or community guidelines for projects, all of which shall be your responsibility to inform yourself of such terms of service before using any of these. Terms of service may differ from third party to third party, service to service and/or digital product to digital product and may be amended without prior notice to you. It shall be your responsibility to periodically review these and our Terms to ensure you are familiar with any changes which may have occurred.

1.3. **Lawful Purposes.** You agree to use our Platforms and the Services provided through our Platforms for lawful purposes only and in a way that does not infringe on the rights of any third party or restrict or inhibit such third party, any user of the Platform and/or the Services. You may also not use any technology provided on our Platforms for any other purpose than for which it has been provided.

1.4. **Certain Restrictions.** The rights granted to you under these Terms are subject to the following restrictions (which restrictions you shall implement and not permit any person to do):

1.4.1 You may not and shall not permit any other person, to modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of our Platforms or any of the content thereof and shall not, and shall not permit any other person, whether directly or indirectly, to access our Platforms in order to build a similar or competitive websites and/or Platforms;

1.4.2 Unless we specifically agree in writing, you shall not, and shall nor permit any other person, to redistribute, sell, re-sell, rent, lease, sub-lease, license, or sub-license any parts of our Platforms;

1.4.3 You may not and shall not, and shall not permit any other person, to access or attempt to access any part(s) of our system and/or our Platforms for which we have not given you access;

1.4.4 You may not use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform;

1.4.5 You may not use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;

1.4.6 You may not use use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms without our prior written consent;

1.4.7 You may not use any device, software, or routine that interferes with the proper working of the Platform;

1.4.8 You may not introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

1.4.9 You may not attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform;

1.4.10 You may not attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; and

1.4.11 You may not otherwise attempt to interfere with the proper working of the Platform.

1.5. **Suggestions.** We welcome your suggestions to improve our Platforms and/or our Services. You may email your suggestions to the email address included at the bottom of these Terms. For the avoidance of doubt, should we decide to implement any of your suggestions, such improvements shall belong exclusively to us and you relinquish any and all rights you may have therein. Unless otherwise indicated, any future release, update, or other addition to functionality of our Platforms shall be subject to these Terms.

1.6. **No Support, Maintenance, or Protection.** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with our Platforms or your use thereof. While we have safeguards in place to protect your personal information, using our Platforms shall be at your own risk. We cannot be held responsible for any and all risks associated with the internet or otherwise.

1.7. **Term.** These terms and conditions shall remain valid and apply at all times during your use of our Platforms. Without limiting the generality of the foregoing, these Terms (as may be amended from time to time) shall apply and shall continue to apply each and every time you use any of our Platforms for any other reason.

**2.** **SERVICES AND ADDITIONAL TERMS OF USE**

2.1. **Services** as used herein shall include but not be limited to, any services and features offered on and through any of our Platforms. This may include the use of our Platforms for getting information about the NFTs, minting NFTs (as applicable) and other features which we may make available from time to time.

2.2. The NFTs may be available for sale and purchase through NFT marketplaces which are not owned by us. Such services and/or platforms shall be provided by third parties over whom we have no control, and the provision of such services shall always be subject to the terms and conditions that such third parties have in place, and which may be displayed on their platforms. It shall be your responsibility to review the terms and conditions implemented by such third parties and such platforms before setting up an account (as applicable) and purchasing the NFTs (the **Digital Assets**) from such third party platforms. We accept no responsibility for such third party service providers and/or third party platforms, which terms and conditions of use may be amended at any time without prior notice to you. It shall be your responsibility to periodically review any terms and conditions of a platform before using the service provided by such platform and/or otherwise accessing such platforms for any reason, as such terms and conditions will be enforceable against you.

2.3. Unless otherwise stated on any third-party website and/or platform through which you have acquired a Digital Asset, we expressly retain any and all intellectual property rights associated with any digital works of authorship, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available (**Related Content**). Any other digital works of authorship and/or other content made available through our Platforms shall be considered to be a part of the Services and no license rights shall be granted to you with respect to any such content.

**3.** **ACCOUNT AND ACCOUNT SECURITY**

3.1. You may be required to register for an account to access the Services and/or complete a standard KYC check before accessing some of the Services provided through any of our Platforms. In addition, we do not offer a digital wallet on our Platforms or support for any custody of NFTs. You will be required to link a supported blockchain-based digital wallet provided by a supported third-party wallet provider before you are able to access certain features and/or Services provided through some of our Platforms. Where we permit the minting of additional NFTs directly through one of our Platforms, or a sub-domain of these, we will deliver the minted NFTs to your supported wallet once these have been minted. Each wallet provider is a third-party that offers digital wallet products and services. Invision Group, INC. d/b/a “Liquid” is not in any way affiliated or partnered with any such service providers and your use of such products and services may be subject to additional terms and conditions of use. You are responsible for reviewing such terms and conditions upon obtaining such a wallet and periodically after that, and shall not hold Invision Group INC responsible for any and all losses, liability or otherwise, that may result from your use of such wallet and/or the services provided by such third party service provider.

3.2. You shall be responsible for ensuring the accuracy of any of the information you submit to Invision Group, INC. d/b/a “Liquid” at all times and all information provided must be provided in good faith. Such information must be true and accurate in all material respects and not misleading as of the date such information is given and Invision Group, INC. d/b/a “Liquid” reserves its right to substantiate the legitimacy and/or request supporting documentation and/or information to verify the information you have provided to us is correct at any time. You may not share your account information at any time and shall remain responsible for any and all activity that occurs through your account.

3.3. You are responsible for keeping your login information secret and secure at all times, and for safeguarding any passwords and/or keys associated with any wallet. We will not be held responsible for any loss and/or liability associated with you not protecting these and will not be able to recover Digital Assets for you in the event that you lose access to your wallet or under any other circumstances. Our Platforms may be subject to other flaws and it shall be your responsibility to evaluate any code before using any of these. We are also not immune to cyber-attacks, unexpected surges in activity, and/or any other operational or technical difficulties that may cause interruptions to or delays on our Platforms. It shall be your responsibility to ensure you are properly protected against these and take appropriate steps to protect your Digital Assets. By continuing to use our Platforms, you denote your acceptance of any risks that may be associated with such use, and shall hold Invision Group, INC. d/b/a “Liquid” harmless from any failure resulting from unanticipated or heightened technical difficulties, sophisticated cyber attacks, and/or any other losses which you may incur as a result of the same.

3.4. Invision Group, INC. d/b/a “Liquid” accepts no responsibility and/or liability in relation to, and you hereby expressly waive and release Invision Group, INC. d/b/a “Liquid” from any and all claims, arising from or in connection with:

(a) Any blockchain or related technology;

(b)Any digital wallet;

(c)The transfer or loss of any Digital Asset and/or the inability to demonstrate ownership or control thereof;

(d)Any marketplace or other platform for buying, selling or transferring any Digital Asset (other than one of our Platforms);

(e)Any platform or service provided by any third party or any technology related thereto;

(f)Any computer, server, network device and/or other hardware and/or any internet service provider and/or other telecommunications service provider; and

(g)Any other service, equipment, technology or network or data transfer infrastructure not owned and/or controlled by Invision Group, INC. d/b/a “Liquid”.

**4.** **NFTs**

4.1. Each NFT made available by Invision Group, INC. d/b/a “Liquid” is associated with certain digital works of authorship or other content, whether or not copyrighted or copyrightable, and regardless of the format in which they have been provided (**Related Content**). Without limiting the generality of the foregoing, Related Content may include trade names, brands, logos, trademarks, names, likenesses, images or other personal characteristics of persons or characters (**Embedded IP**). Related Content is separate from the associated NFT and is not sold or otherwise transferred to you but is instead licensed to you as set forth in these Terms. Use of Embedded IP is limited in connection with the exercise of your license rights under these Terms and subject to all limitations set forth herein and any other restrictions that Invision Group, INC. d/b/a “Liquid” may apply from time to time. You may not use any Embedded IP in connection with any business, product or service, or in any manner that may imply endorsement of any business, message, product or service, or that is likely to cause confusion or dilute, blur or tarnish such Embedded IP. All use of such Embedded IP, including any goodwill generated by such use, will inure to the benefit of Invision Group, INC. d/b/a “Liquid”. No license rights are granted under any patent, trademark, trade secret or other intellectual property or proprietary right other than any copyright owned or controlled by Invision Group INC and as expressly provided for in these Terms, even if exercise of any license rights granted herein would be prevented, frustrated or impaired without such a license.

4.2. Without limiting the generality of the foregoing, you will not, attempt to, or permit or enable any third party to: (a) separate the Related Content from the NFT; (b) modify the Related Content; (c) register or attempt to register any trademark or copyright or otherwise acquire additional intellectual property rights in or to any Related Content; (d) use any Related Content to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as determined by Invision Group, INC. d/b/a “Liquid” at its discretion; (e) commercialize the Related Content or use the Related Content in connection with any business, message, product, or service, or in any manner that may imply endorsement of any business, message, product, or service; (f) use the Related Content in any manner that is likely to cause confusion or dilute, blur, or tarnish the Related Content or any intellectual property rights in the Related Content; or (g) use the Related Content in any manner that infringes, violates or misappropriates any third party intellectual property or intellectual property right, or that violates these Terms.

4.3. You may not create, sell or attempt to create or sell, fractionalized interests in the NFT or separate, unlink or decouple the Related Content from the NFT with which it is associated.

4.4. Ownership of any such NFT shall evidence a limited license to Related Content, and, in some cases, a limited license to content provided by third parties and/or access to Additional Benefits. These shall be exclusive to the owner of such NFT and thereby, collectible, as a form of alienable digital property. Like physical collectibles however, the price of our NFTs may be subject to fluctuation. Legislative and/or regulatory changes may adversely affect the use, transfer, exchange and/or value of such NFTs and unlike cryptocurrencies and other fungible digital assets, NFTs are not usually used to make payments. NFTs are also not mutually interchangeable and cannot be divided into smaller parts. These design features limit the usefulness of NFTs as a form of payment or substitute for currency.

4.5. There is no guaranteed future value for any of our NFTs. Any future value is likely to be based solely on consumer interest and demand and is not something that Invision Group, INC. d/b/a “Liquid” or any third party can control. Invision Group, INC. d/b/a “Liquid” shall not be responsible for any losses which may be sustained due to vulnerability or any kind, abnormal behavior of software (wallet, smart contracts, etc), the applicable blockchain (including forks, technical node issues or any other issues resulting in a loss in value), any third party service or infrastructure, and/or any other features of the Digital Assets.

4.6. To the extent that you are not prohibited from doing so by any other terms or conditions applicable to a particular NFT, you may transfer the NFT to a third party, provided that the following conditions are met:

(a)Such transfer is conducted through a marketplace or other platform that cryptographically verifies that you are the actual owner of the applicable NFT;

(b)Such transfer must comply with (i) any applicable terms of the marketplace or other platform on which such sale or other transfer takes place and (ii) any applicable laws, regulations, regulatory guidance, and rules; and

(c)After such transfer, your right to display and perform the Related Content and all other license rights under these Terms as they relate to the NFT will immediately terminate (without the requirement of notice).

4.7. ALL NFTS ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. IT IS NOT A “SECURITY,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE.

4.8. By acquiring, accepting, using or transferring any NFT (whether through Invision Group, INC. d/b/a “Liquid” or an NFT marketplace), or by using any related NFT or Related Content for any purpose, you agree to be bound by these Terms. Where the terms of an NFT marketplace from which the NFT was acquired differ and/or contradict the terms and conditions surrounding such NFT in these Terms, the terms and conditions of such NFT marketplace shall prevail insofar as such inconsistency is concerned.

**5.** **GIVEAWAYS**

In the past we have done giveaways, and in the future we might do giveaways too. It should be noted that these are discretionary and will not always be associated with every white paper that we issue for the creation of a new product and/or digital asset.

**6.** **AIRDROPS**

Holders of a certain number of NFTs may also be eligible from airdrops from time to time. Invision Group, INC. d/b/a “Liquid” does not guarantee what tokens and/or NTFs will be the subject of such drops, nor does Invision Group, INC. d/b/a “Liquid” guarantee that these will be of any value, whether at the time such airdrop was made or in the future. It shall be your responsibility to either retain such tokens/NFTs, or sell them at your own discretion.

**7.** **PERSONAL DATA**

In order for us to provide our Services, we may process, transfer and store information about you in the United States of America and other countries, where you may not have the same rights and protections as you do under local laws. All information we collect on this Platform is subject to our Privacy Policy chubbycattle.io/privacy-policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**8.** **INTELLECTUAL PROPERTY**

8.1. Our Services, including the text, graphics, images, photographs, videos, illustrations and other content contained on any of our Platforms, shall be owned by Invision Group, INC. d/b/a “Liquid” or our licensors and are protected under applicable laws. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, non transferable, non-sublicensable, revocable license to access and use our Platforms and/or our Services for your own personal, noncommercial use. Any use of our Platform and/or the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, and will terminate the license granted to you herein immediately, violating our intellectual property rights.

8.2. Invision Group, INC. d/b/a “Liquid” retains all rights, title and interest in and to the Related Content and all copyright or other intellectual property rights in any Related Content. Except for the license rights expressly granted in these Terms, you do not have and will not have any right, title or interest in or to any Related Content. Your use of Related Content is limited to the exercise of your license rights under these Terms and subject to all limitations set forth herein.

8.3. Invision Group, INC. d/b/a “Liquid” and any and all of its logos, products and/or service names, slogans and any other content capable of falling into this category, shall be trademarks of Invision Group, INC. d/b/a “Liquid” and may not be copied, imitated or used, in whole or in part, without the prior written consent of Invision Group, INC. d/b/a “Liquid”. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Platforms and/or related to our Services, are the property of their respective owners.

8.4. As between you and us, you acknowledge that any and all intellectual property rights, including copyrights, patents, trademarks and trade secrets (collectively **Intellectual Property**) in our Platforms and its content in any way whatsoever are owned and shall be owned by us or our third party service provider (as applicable). Neither these terms and conditions (nor your access to or use of our Platforms or the Services) shall transfer to you or any third party, any rights, title or interest in or to such Intellectual Property, except for the limited access rights expressly set forth in clause 10.4 above. We reserve all of our rights not granted in these terms and conditions and reserve the same for our third-party providers. For the avoidance of any doubt, there are no implied licenses granted under these terms and conditions or by your use of our Platforms.

8.5. In addition to any other rights and remedies to which Invision Group, INC. d/b/a “Liquid” may be entitled under contract, at law or in equity, if you breach any of your obligations under these Terms, your right to display and perform the Related Content and any and all other license rights that you may have under these Terms will immediately terminate without any requirement of notice. Upon termination of your license rights you will immediately cease all use of any Related Content and any other Intellectual Property.

**9.** **DISCLAIMERS**

9.1. YOUR USE OF THE SERVICES AND OUR PLATFORMS IS AT YOUR SOLE RISK. THE PLATFORM, SERVICES, DIGITAL ASSETS AND ANY CONTENT IN ANY OF THESE, INCLUDING ANY AND ALL RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT AND DIGITAL ASSETS, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. IN ADDITION, INVISION GROUP, INC. D/B/A “LIQUID” DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES, RELATED CONTENT, THIRD-PARTY CONTENT, BENEFITS OR ANY DIGITAL ASSETS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THEY WILL REMAIN SO AT ALL TIMES. WHILE INVISION GROUP, INC. D/B/A “LIQUID” WILL ATTEMPT TO MAKE YOUR USE OF ITS PLATFORMS AND SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR PLATFORMS, SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT SHALL BE YOUR RESPONSIBILITY TO PROTECT FROM THE SAME AND ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICES. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY ACCESS TO OR USE OF ANY RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT OR DIGITAL ASSET INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIM ARISING FROM USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES, SERVER FAILURE OR DATA LOSS, CORRUPTED WALLET, UNAUTHORIZED ACCESS, OR ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR APPLICABLE BLOCKCHAIN. WE MAKE NO WARRANTY THAT OUR PLATFORM, DIGITAL ASSETS AND/OR OUR SERVICES WILL MEET YOUR REQUIREMENTS AND/OR EXPECTATIONS. OUR PLATFORM MAY BE SLOW OR INTERRUPTED FOR VARIOUS REASONS INCLUDING BUT NOT LIMITED TO, MAINTENANCE, UPDATES OR CHANGES FROM TIME TO TIME.

9.2. THE DIGITAL ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK. ANY TRANSFER OF CONTROL THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE APPLICABLE BLOCKCHAIN NETWORK.

9.3. LEGISLATIVE AND/OR REGULATORY CHANGES MAY ADVERSELY AFFECT THE USE, TRANSFER, AND/OR EXCHANGE OF ANY DIGITAL ASSET. INVISION GROUP, INC. D/B/A “LIQUID” ACCEPTS NO RESPONSIBILITY FOR ANY SUCH CHANGE. DIGITAL ASSETS SHALL BE PURCHASED AT ONES OWN RISK.

9.4. THE DISCLAIMERS IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF YOU HAVE STATUTORY RIGHTS OR WARRANTIES WE CANNOT DISCLAIM, THE DURATION OF ANY SUCH STATUTORILY REQUIRED RIGHTS OR WARRANTIES, WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW**.**

**10.** **INDEMNIFICATION**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Invision Group, INC. d/b/a “Liquid” and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the **Invision Group, INC. d/b/a “Liquid” Parties**) from and against any losses, liabilities, claims, demands, damages, expenses or costs (**Claims**) arising out of or related to:

(a)Your access to or use of our Services (including, without limitation, Digital Assets, Additional Benefits and Related Content);

(b)Your violation of these Terms (including, without limitation, the terms and conditions with respect to any Digital Asset, Additional Benefit or Related Content); and/or

(c)Your violation, misappropriation or infringement of any intellectual property, privacy, or other rights of another party.

**11.** **LIMITATION ON LIABILITY**

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR IN RELATION TO THESE TERMS AND/OR YOUR USE, OR INABILITY TO USE, OUR PLATFORM, THE SERVICES, OR OTHERWISE RELATED TO A DIGITAL ASSET. ACCESS TO, AND YOUR USE OF OUR PLATFORMS AND THE SERVICES, SHALL BE STRICTLY AT YOUR OWN RISK. BY ACCESSING OUR PLATFORM AND THE SERVICES, YOU ACCEPT THE TERMS IN THIS SECTION RELATED TO ANY DAMAGE AND/OR ANY LOSS RESULTING THEREFROM.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OUR MAXIMUM LIABILITY ARISING FROM OR IN RELATION TO THESE TERMS AND CONDITIONS, THE TOTAL LIABILITY OF INVISION GROUP, INC. D/B/A “LIQUID” AND ANY OTHER INVISION GROUP, INC. D/B/A “LIQUID” PARTIES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES, OR ANY AND ALL RELATED CONTENT, BENEFIT AND DIGITAL ASSET, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE GREATER OF $100 OR THE AMOUNT PAID BY YOU TO USE OUR SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**12.** **GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. These terms and conditions shall be governed and construed in accordance with the laws of the State of Delaware for the time being in force.

12.2. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these terms and conditions shall be amicably resolved between us within ninety (90) days from the date thereof. Failure to reach amicable settlement shall cause the dispute to be referred to binding arbitration as described below.

12.3. ALL DISPUTES WILL BE RESOLVED THROUGH ARBITRATION, INCLUDING ANY DISPUTES ARISING FROM THIS AGREEMENT, THE PLATFORM, OR THE SERVICES, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING NEVADA LAW. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE IN LAS VEGAS, NEVADA. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. FURTHERMORE, UNLESS BOTH PARTIES AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION.

**13.** **GENERAL**

13.1. **Survival of Agreement.** These terms and conditions will survive your discontinuation of the use of our Platforms and/or transfer of all Digital Assets for a period of five (5) years.

13.2. **Electronic Communications.** All communications between us and you will be in electronic form. For contractual purposes, you (i) consent to receive communications from us in an electronic form and (ii) you agree that all terms and conditions, agreements, notices, disclosures, and other forms of communication that we may provide you with, satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy. The foregoing does not affect any non-waivable rights.

13.3. **Entire Terms.** These terms and conditions, together with any additional terms and conditions relating to a project, constitute the entire agreement between us and you regarding the use of our Platforms and the Services. Our failure to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. Any or all of the rights and limitations set forth in these terms and conditions may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of these terms and conditions. If any part or parts of these terms and conditions are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of these terms and conditions shall continue in full force and effect. These terms and conditions, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign these terms and conditions at our sole and absolute discretion. These Terms do not, and may not be construed to, create any partnership, joint venture or agency between you and Invision Group, INC. d/b/a “Liquid”.

**CONTACT US**

If you have questions about this Terms of Service or would like to contact us about it, you may do so by contacting us at:

Email: support@getliquid.io